

1.10

THIS IS A CREDIT LINE DEED OF TRUST

**CREDIT LINE DEED OF TRUST, LEASEHOLD DEED OF TRUST,
FIXTURE FILING AND SECURITY AGREEMENT**

THIS CREDIT LINE DEED OF TRUST, LEASEHOLD DEED OF TRUST, FIXTURE FILING AND SECURITY AGREEMENT, dated as of June 1, 2008, by and between **HERBERT J. THOMAS MEMORIAL HOSPITAL ASSOCIATION**, a West Virginia nonstock, nonprofit corporation, hereafter called "Grantor," and Camden P. Siegrist and Edward McDevitt, residents of Kanawha County, West Virginia, as Trustees, hereinafter together called "Trustees."

W I T N E S S E T H:

That for and in consideration of the indebtedness and trusts hereinafter set forth and of the sum of \$10.00, cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby **GRANT** and **CONVEY** unto Trustees, with power of sale, all of the following:

(a) All of Grantor's estate, and any and all of Grantor's other right, title and interest, covering those certain tracts or parcels of land located in the City of South Charleston, Kanawha County, West Virginia, which property is more particularly described in Schedule 1 attached hereto.

(b) All of Grantor's leasehold estate, and any and all of Grantor's other right, title and interest, under and pursuant to that certain Amended and Restated Lease dated as of March 1, 1993, as supplemented and amended (together with any and all extensions and renewals thereof and amendments thereto, the "Lease"), between the City of South Charleston, West Virginia, as lessor (the "Lessor"), and Grantor, as lessee, covering those certain tracts or parcels of land located in the City of South Charleston,

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TDDEED 3579 849
Recorded In Above Book and Page
06/30/2008 03:09:38 PM
Vera J. McCormick
County Clerk
Kanawha County, WV
Deed Tax 0.00
Recording Fee 116.00
TOTAL 116.00

Return to: Jessica Alsop
Jackson Kelly, PLLC
1600 Laidley Tower
Charleston, WV 25303

TDEED 3579 850

Kanawha County, West Virginia, which property is more particularly described on Schedule 2 attached hereto, and which Lease is of record in the office of the Clerk of the County Commission of Kanawha County in Book 240 at page 320.

(c) All right, title and interest of Grantor now owned or hereafter acquired in and to any and all sidewalks, alleys, streets, and all strips and gores of land adjacent to or used in connection with such real property and all easements and rights of way in connection therewith.

(d) All right, title and interest of Grantor in and to all buildings, improvements and fixtures of every kind, and all machinery, equipment and property which are or shall be attached to, or be deemed to be fixtures and a part of, the real property herein conveyed.

(e) All right, title and interest of Grantor in and to all equipment, materials, supplies and other property of every kind or nature whatsoever, now or hereafter owned by Grantor or in which it has or shall have an interest, procured for incorporation in or to be affixed to buildings or other improvements on the above described real property or appurtenant thereto.

(f) All right, title and interest of Grantor in and to all furniture, furnishings, equipment and other items of tangible personal property now owned or in which Grantor has an interest pursuant to the Lease or hereafter acquired by Grantor which are used or useful in the buildings or other improvements on such real property.

(g) All rentals, income, issues and profits that may accrue from the aforesaid land and improvements or any part thereof; *provided, however*, that so long as Grantor shall not be in default hereunder Grantor shall be entitled to collect and receive all said rents, income, issues and profits. All property and interests in property

described above, together with the real estate described above, shall secure the indebtedness herein described and covered by this Deed of Trust, and all the foregoing property, interests in property and other rights and interests are herein sometimes referred to collectively as the "Property."

TO HAVE AND TO HOLD the Property unto Trustees and their successors in the trust forever; and Grantor does hereby covenant as set forth herein to and with Trustees and with United Bank, Inc., having its address and principal place of corporate trust business at 500 Lee Street, East, Charleston, West Virginia 25301, as the trustee (together with any successors thereto, the "Master Trustee") under the Master Trust Indenture dated as of June 1, 2008 (as supplemented and amended, the "Master Indenture"), with Grantor, Charleston Hospital, Inc., d/b/a St. Francis Hospital ("St. Francis"), and, as a special member, Thomas Memorial Hospital Foundation, Inc., on behalf of the respective Holders of the Series 2008-1A Note issued by Grantor, the Series 2008-1B Note issued by St. Francis, and the Series 2008-1C Note issued by Grantor and St. Francis (together, the "Series 2008 Notes"), pursuant to the Master Indenture and the Supplemental Master Trust Indenture 2008-1, dated as of June 1, 2008 (the "Supplemental Master Indenture 2008-1"), and all Obligations issued under the Master Indenture on a parity with the Series 2008 Notes. Grantor covenants with the Trustees and the Master Trustee, on behalf of the respective Holders of the Series 2008 Notes and all Obligations issued under the Master Indenture on a parity therewith, that it will warrant generally the Property; that Grantor has the right to convey the Property to Trustees; that the same is free from any and all liens and encumbrances other than Permitted Encumbrances, as defined in the Master Indenture; that Trustees will have quiet possession thereof and that Grantor will execute such further assurances of the